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9 U.S. DISTRICT COURT  
10 CENTRAL DISTRICT of CALIFORNIA  
WESTERN DIVISION

11 TRACY RENÉE WILLIAMS, BRANDI  
12 WILLIAMS, and KRISTOPHER ENOCH,

13 Plaintiffs,  
14

15 v.  
16

17 LOUIS VUITTON USA INC., LOUIS VUITTON  
18 AMERICAS, LVMH MOËT HENNESSY LOUIS  
VUITTON INC., and DOES 1–10, inclusive,

19 Defendants.  
20  
21  
22

**Civil Action No.: 2:24-cv-7825**

**Complaint for Damages and  
Injunctive Relief:**

1. Race Discrimination  
(42 U.S.C. § 1981)
2. Unruh Civil Rights Act  
(Cal. Civ. Code § 51)
3. Business Discrimination  
(Cal. Civ. Code § 51.5)
4. Tortious Breach of Contract
5. Theft (Cal. Pen. Code § 496)

**JURY DEMANDED**

23  
24 Plaintiffs Tracy Reneé Williams, Brandi Williams, and Kristopher Enoch file this  
25 Complaint for race-based discrimination, tortious breach of contract, and theft by and  
26 against Louis Vuitton USA, Inc., Louis Vuitton Americas, LVMH Moët Hennessy Louis  
27 Vuitton, Inc., and Does 1–10, inclusive.  
28

## I. JURISDICTION

1  
2 1. This Court has jurisdiction under 28 U.S.C. § 1331 over federal questions that  
3 arise pursuant to 42 U.S.C. § 1981 and the United States Constitution. This Court has  
4 supplemental jurisdiction under 28 U.S.C. § 1367 over the claims based on the laws  
5 of the State of California.  
6

7 2. This Court has personal jurisdiction over the defendants because they have  
8 availed themselves by doing substantial business in California.  
9

10 3. Venue is proper pursuant to 28 U.S.C. § 1391 because the events giving rise to  
11 this Complaint happened in the Central District.  
12

## II. PARTIES

13  
14 4. Plaintiff **Tracy Reneé Williams** is a resident of Los Angeles County.  
15

16 5. Plaintiff **Brandi Williams** is a resident of Cook County, Illinois.  
17

18 6. Plaintiff **Kristopher Enoch** is a resident of Los Angeles County.  
19

20 7. Defendant **Louis Vuitton USA, Inc.**, is and at all times relevant to suit a  
21 Delaware corporation that conducts business in Los Angeles County and throughout  
22 the United States, and is headquartered at 1 East 57th Street, 10th Floor, New York,  
23 NY 10022.  
24

25 8. Defendant **Louis Vuitton Americas** is and at all times relevant to suit an  
26 unknown business entity that conducts business in Los Angeles County and  
27 throughout the United States.  
28

9. Defendant **LVMH Moët Hennessy Louis Vuitton, Inc.**, is and at all times

1 relevant to suit a Delaware corporation that conducts business in Los Angeles County  
2 and throughout the United States.

3 10. Defendants Louis Vuitton USA, Inc., Louis Vuitton Americas, and LVMH Moët  
4 Hennessy Louis Vuitton, Inc., are hereinafter collectively referred to as “Defendants.”

5  
6 11. Plaintiffs are informed and believe that Defendants are wholly owned  
7 subsidiaries or agents of LVMH Moët Hennessy Louis Vuitton S.A., a corporation  
8 organized and existing under the laws of the French Republic (France).  
9

10 12. Defendants Does 1–10, inclusive, are now, and/or at all times mentioned in this  
11 Complaint were individuals and/or are licensed to do business and/or doing business  
12 in the United States. Plaintiffs do not know the true names or capacities, whether  
13 individual, partner, or corporate, of Does 1–10, inclusive, and for that reason Does  
14 1–10 are sued under such fictitious names. Plaintiffs will seek leave to amend this  
15 Complaint to allege such names and capacities as soon as they are determined.  
16  
17

18 13. Defendants and Does 1–10, inclusive, and each of them, are now and/or at all  
19 times mentioned in this Complaint:

- 20  
21 a. Were by their acts and omissions, legally responsible for, and proximately  
22 subjected Plaintiffs to, the unlawful practices, wrongs, injuries, and/or damages  
23 alleged in this Complaint.  
24  
25 b. Were the agents, servants, and/or employees of some or all other Defendants  
26 and Does 1–10, inclusive, and vice versa, and were acting within the course  
27 and scope of that agency, servitude, and/or employment.  
28

- 1 c. Were members of and/or engaged in a joint venture, partnership, and common  
2 enterprise with each other, and were acting within the course and scope of, and  
3 in pursuance of said joint venture, partnership, and common enterprise.  
4
- 5 d. Concurred and contributed to the various acts and omission of each and every  
6 one of the other Defendants and Does 1–10, inclusive, in proximately causing  
7 the complaints, injuries, and/or damages alleged in this complaint.  
8
- 9 e. Approved of, condoned, and/or otherwise ratified each and every one of the acts  
10 and/or omissions alleged in this complaint.  
11
- 12 f. Aided and abetted the acts and omissions of each and every one of the other  
13 Defendants and Does 1–10, inclusive.  
14

### 15 III. FACTS

16 14. This case seeks damages for invidious race-based discrimination labeled in  
17 common parlance as ***Shopping while Black***. Tracy Reneé Williams, Brandi Williams,  
18 and Kristopher Enoch (collectively, “Plaintiffs”) are each Black and are perceived as  
19 Black, whether racially or ethnically. Plaintiffs seek relief from Defendants’ and Does  
20 1–10, inclusive, for repeated violations of their dignity and rights to conduct business  
21 in the United States as equals to White citizens as secured by 42 U.S.C. § 1981, to be  
22 treated as equal to all other persons and not to be blacklisted and otherwise suffer  
23 race discrimination under the Cal. Unruh Civil Rights Act (Cal. Civ. Code §§ 51, 51.5).  
24 Plaintiffs also bring suit on behalf of the public to enforce important rights affecting  
25 public interest (Cal. Code of Civil Proc. § 1021.5).  
26  
27  
28

1 15. Defendants cater to wealthy customers like Plaintiffs. For example, the Louis  
2 Vuitton “Courrier Lozine 110 LV Brass” storage trunk retails for \$99,000.00.<sup>1</sup>

3 16. Plaintiffs were customers of Defendants’ several Louis Vuitton stores in Beverly  
4 Hills and Costa Mesa, California, as well as other Louis Vuitton stores in New York,  
5 Chicago, and New Orleans. Collectively, Plaintiffs had purchased over one half million  
6 dollars in Louis Vuitton products annually, and up to or around \$60,000 on some  
7 days, until they were trespassed and blacklisted by Defendants.  
8

9  
10 17. Plaintiffs, each, frequently paid for their purchases with cash for several years  
11 before and until September 2022. In fact, many of Defendants’ customers purchase  
12 Louis Vuitton products at their stores with cash. Louis Vuitton, as its business practice,  
13 accepts cash payments. Indeed, Louis Vuitton uses a special paper form for its  
14 customers who pay for large purchases with cash.  
15

16  
17 18. On or about September 29, 2022, Tracy René Williams, received the following  
18 e-mail from Louis Vuitton USA, Inc.:  
19

20 Dear Mrs. Tracy Williams:

21 It has come to our attention that Louis Vuitton has  
22 been unable to satisfy your needs.

23 Please be advised that Louis Vuitton is no longer  
24 prepared to do business with you and we ask that you  
25 no longer patronize our boutiques or attempt to order  
26  
27

28 <sup>1</sup> <https://us.louisvuitton.com/eng-us/products/courrier-lozine-110-lv-brass-high-end-leathers-nvprod5210047v/M11158>, accessed August 28, 2024.

1 our products via telephone, online, or in person at  
2 any Louis Vuitton store.

3 Please do not make further attempts to contact the  
4 stores. Any further attempts to communicate with  
5 Louis Vuitton should be directed to our Legal  
6 Department in writing to: Attn: General Counsel,  
7 Louis Vuitton Americas, 1 East 57th Street, New York,  
8 New York 10022.

9  
10 19. On or about the same date, Brandi Williams and Kristopher Enoch each  
11 received materially identical messages from Louis Vuitton USA, Inc.

12  
13 20. The statement that “Louis Vuitton has been unable to satisfy your needs” did  
14 not reflect any action or complaint by Plaintiffs, who had sought to continue to buy  
15 from Louis Vuitton. The total denial of the right to shop is textbook blacklisting.

16  
17 21. Plaintiffs determined the basis for their being blacklisted from Defendants’  
18 stores was because they are Black.

19  
20 22. Defendants falsely identified and published to their staff, whether orally or in  
21 writing, that Plaintiffs were drug dealers. This had no basis in fact whatsoever.

22 23. After Plaintiffs received the e-mail designated above, they were asked to leave  
23 promptly when Plaintiffs entered Louis Vuitton stores, including in Beverly Hills and  
24 Costa Mesa, where they previously had shopped repeatedly and were well known.  
25  
26 When they attempted to purchase items from other stores where they were not  
27 recognized, their sales were rejected after their identities were discovered through  
28

1 Louis Vuitton transactional computer systems.

2  
3 **TRACY RENÉE WILLIAMS**

4 24. On or about September 2022, Tracy Reneé Williams preordered and paid for  
5 approximately \$50,000 of merchandise at the Louis Vuitton store in Costa Mesa  
6 before she received the e-mail quoted above. The merchandise would have been  
7 delivered on or about October 2022 but, evidently due to the issues behind the e-  
8 mail, delivery was never made, and she never received any merchandise nor refund  
9 for her order.  
10

11 25. After Tracy Reneé Williams received the e-mail quoted above, she entered the  
12 Louis Vuitton store in Beverly Hills. She was recognized by a White manager who  
13 promptly told her that she was no longer welcome to shop at the store and that she  
14 would be arrested if she stayed or returned.  
15

16 26. Several days later, Tracy Reneé Williams sent her White assistant to the same  
17 store. The assistant purchased the same items that Tracy Reneé Williams had wanted  
18 to purchase. The White assistant was not told to leave the store and was not  
19 threatened with arrest. To the contrary, Louis Vuitton staff treated him respectfully  
20 and, even when the assistant stated he would (and did) pay for the items with several  
21 thousand dollars cash, he was not otherwise prevented from making the purchase.  
22

23 27. Tracy Reneé Williams had earned “VIP” status with Louis Vuitton as one of its  
24 best and highest spending customers. VIP status gave Tracy Reneé Williams access to  
25 special sales and events not available to the general public, and dedicated Louis  
26 Vuitton concierges to tend to her customer service needs.  
27  
28

1 28. Defendants occasionally have special sales for their VIP customers (previously  
2 including Tracy Reneé Williams). In 2023, one special sale was for limited edition  
3 “Air Force 1” sneakers that was offered to VIP customers for \$2,300 per pair. Tracy  
4 Reneé Williams intended to buy nine pairs of these shoes but was prevented because  
5 Defendants blacklisted her. The shoes that Tracy Reneé Williams would have bought  
6 were instead sold to the public at auction for \$176,400–352,800 per pair and have  
7 since sold for over \$1,000,000 per pair.<sup>2</sup>

10 29. This discrimination continued. For example, as recently as August 29, 2024,  
11 Tracy Reneé Williams entered the Louis Vuitton store in Beverly Hills. She brought  
12 her damaged Louis Vuitton handbag, which she had purchased for approximately  
13 \$9,000, that she wanted repaired by the store’s specialists. She was quickly  
14 recognized by Louis Vuitton staff and ordered to leave the store under threat of arrest.

17 30. Tracy Reneé Williams had a lucrative social media presence where she would  
18 showcase and review Louis Vuitton products. As a result of being blacklisted from all  
19 of Defendants’ stores, including online, Tracy Reneé Williams has been unable to  
20 showcase or review Louis Vuitton products and she has lost revenue of approximately  
21 \$40,000/month since she was blacklisted.

### 23 **BRANDI WILLIAMS**

24 31. Brandi Williams is the daughter of Tracy Reneé Williams.

26 32. She too suffered discrimination by Defendants. For example, on or about July  
27

28 \_\_\_\_\_  
<sup>2</sup> <https://youtu.be/LV0SH1IReRA>, accessed August 28, 2024.



1 2023 (which was after she received the blacklist e-mail described above), a White  
2 Louis Vuitton manager at the Beverly Hills store recognized Brandi Williams when she  
3 entered the store and refused to allow her to shop. The manager falsely and  
4 baselessly accused her of spending “drug money,” then ordered her to leave the store  
5 under threat of arrest.  
6

7 33. At around the same time, Brandi Williams still wanted to buy Louis Vuitton  
8 products. She gave a Louis Vuitton gift card linked to her name to a non-Black friend  
9 to make a purchase for Brandi Williams from the Louis Vuitton store in Chicago. The  
10 friend made the purchase. Soon after, Brandi Williams received a call from a Louis  
11 Vuitton employee, whom she believes was the manager of the Chicago store, who told  
12 Brandi Williams that he discovered the purchase was for her, that the purchase was  
13 (in his word) “illegal,” and that she had to return the item to the store.  
14

15 34. Later, Brandi Williams had entered the Louis Vuitton store in New Orleans.  
16 When store employees recognized her, they told her to leave the store or she would  
17 be arrested.  
18

19  
20  
21 **KRISTOPHER ENOCH**

22 35. Kristopher Enoch is a friend of Tracy Reneé Williams. He too suffered  
23 discrimination by Defendants.  
24

25 36. For example, on or about September 29, 2022, Kristopher Enoch was shopping  
26 at the Louis Vuitton store in Beverly Hills. He observed Louis Vuitton staff show a  
27 non-Black customer a particular jacket, but the customer said he wasn’t interested.  
28 Staff returned the jacket to the back of the store where it wasn’t visible to customers.

1 Kristopher Enoch then asked staff for the same jacket and said that he wanted to buy  
2 it for his friend Tracy Reneé Williams, but Louis Vuitton staff said it was not available.  
3 Kristopher Enoch then spoke to the manager, but the manager declined to say why  
4 the jacket was not available. Kristopher Enoch was not allowed to buy the jacket.  
5

6 37. On or about the same day, Kristopher Enoch received the e-mail described  
7 above that blacklisted and prevented him from shopping at any of Defendants' stores.  
8

9 **SELF-HELP EFFORTS IGNORED**

10 38. But for the discrimination, including Defendants blacklisting Plaintiffs, each  
11 Plaintiff would continue to shop at Louis Vuitton in-store and online.  
12

13 39. Tracy Reneé Williams had attempted to resolve whatever concerns Defendants  
14 had about doing business with her, Brandi Williams, and Kristopher Enoch. When she  
15 had asked the Louis Vuitton of Beverly Hills manager, he gave no reason and blamed  
16 the Costa Mesa store. When she had asked the Louis Vuitton of Costa Mesa manager,  
17 he gave no reason and blamed the Beverly Hills store.  
18

19 40. Later, Tracy Reneé Williams spoke with a Defendant vice president whom she  
20 knew through her VIP status. The vice president informed her that he could do  
21 nothing about it, and she would have to talk to the Louis Vuitton legal department.  
22 However, despite her attempts, no one from the legal department responded to her  
23 calls.  
24

25  
26 41. Disturbingly, this is by no means the first time that racial discrimination has  
27 been alleged against Defendants. Thousands of retail shoppers, including Defendants'  
28 customers, were surveyed nationwide for their experience of race-based

1 discrimination while shopping. The results, published in the January 2021 “Racial  
2 Bias in Retail Study,” found forty percent of shoppers have personally experienced  
3 unfair treatment based on their race or perceived race, and that they were three times  
4 more likely than White shoppers to feel negatively judged by their race or perceived  
5 race. Also, notably, Oprah Winfrey, a Black celebrity, told her national television  
6 audience about her experience with invidious race-based discrimination at a Louis  
7 Vuitton. Fortunately, the law strongly protects Plaintiffs against such discrimination.  
8  
9

#### 10 11 12 IV. CAUSES OF ACTION

13 42. All Plaintiffs incorporate by this reference the above-stated facts into each of  
14 the following causes of action.

#### 15 16 – CAUSE OF ACTION 1 – 17 UNDER 42 U.S.C. § 1981 18 EACH PLAINTIFF AGAINST EACH DEFENDANT

19 43. Congress passed the Civil Rights Act of 1866 in the aftermath of the Civil War.  
20 Section 1 of that statute includes language codified today in 42 U.S.C. § 1981  
21 (“Section 1981”) that broadly protects all persons against race discrimination. Sec.  
22 1981(a) (emphasis added) provides:

23  
24 **All persons** within the jurisdiction of the United States **shall have the same**  
25 **right** in every State and Territory **to make and enforce contracts**, to sue, be  
26 parties, give evidence, and to the full and equal benefit of all laws and  
27 proceedings for the security of persons and property **as is enjoyed by white**  
28 **citizens**, and shall be subject to like punishment, pains, penalties, taxes,  
licenses, and exactions of every kind, and to no other.

1 44. Sec. 1981(b) confirms that this covers every aspect of contracting:

2 For purposes of this section, the term “make and enforce contracts” includes  
3 the making, performance, modification, and termination of contracts, and the  
4 enjoyment of all benefits, privileges, terms, and conditions of the contractual  
5 relationship.

6 45. Private institutions are subject to Sec. 1981 per Sec. 1981(c).

7 46. Each Plaintiff, based on their race, was treated differently and less favorably  
8 than Defendants’ similarly situated actual and potential customers who are not Black,  
9 as evidenced by Defendants’ actions and inactions described above.  
10

11 47. Defendants’ actions and inactions, including but not limited to those described  
12 above, constitute intentional discrimination in the making, performance,  
13 modification, termination, and the enjoyment of benefits of contractual relationships,  
14 all in violation of Section 1981.  
15

16 48. By their conduct, including but not limited to that described above, Defendants  
17 acted and/or refused to act with malice or reckless disregard for each of Plaintiffs’  
18 federally protected rights under Sec. 1981.  
19

20 49. As a direct and proximate result of Defendants’ conduct that is forbidden by  
21 Sec. 1981, Plaintiff Tracy Reneé Williams has suffered and continues to suffer lost  
22 income in the online communities where she engages in commerce.  
23

24 50. As a direct and proximate result of Defendants’ conduct that is prohibited by  
25 Sec. 1981, all Plaintiffs have suffered significant emotional distress and mental  
26 anguish, humiliation, embarrassment, and injury to their individual reputations with  
27 Defendants’ agents as well as any other persons (public or private, regarding  
28

1 creditworthiness or otherwise) to whom Defendants communicated negative  
2 information.

3 51. As described below, Plaintiffs seek injunctive relief to rectify losses that they  
4 suffered due to Defendants' violations of Sec. 1981 and to prevent future losses.

5 52. Each Plaintiff seeks damages to the full extent provided by law, injunctive relief  
6 to protect against future discrimination, reasonable attorney fees and costs, all  
7 pursuant to Sec. 1981 as well as 42 U.S.C. § 1988.  
8

9 53. As alleged above, Defendants acted in a despicable manner; with malice, fraud,  
10 or oppression; with extreme indifference to the rights of Plaintiffs at a level which  
11 decent citizens should not have to tolerate; and with intent to cause harm to  
12 Plaintiffs. Defendants are therefore liable for punitive damages.  
13

14  
15  
16 – CAUSE OF ACTION 2 –  
17 UNDER CAL. CIV. CODE § 51  
18 EACH PLAINTIFF AGAINST EACH DEFENDANT

19 54. The Unruh Civil Rights Act (Cal. Civ. Code § 51) establishes independent  
20 protection against race-based discrimination. Sec. 51(b) provides (emphasis added):

21 **All persons** within the jurisdiction of this state **are free and equal, and no**  
22 **matter what their** sex, **race, color**, religion, ancestry, national origin,  
23 disability, medical condition, genetic information, marital status, sexual  
24 orientation, citizenship, primary language, or immigration **status are entitled**  
25 **to the full and equal accommodations, advantages, facilities, privileges,**  
26 **or services in all business establishments of every kind whatsoever.**

27 55. Each Plaintiff, based on their race, was treated differently and less favorably  
28 than Defendants' similarly situated actual and potential customers who are not Black,  
as evidenced by Defendants' actions and inactions described above.

1 56. Defendants' actions and inactions, including but not limited to those described  
2 above, constitute intentional discrimination by failing to provide full and equal  
3 accommodations, advantages, facilities, privileges, and services in Defendants'  
4 business establishments at their stores and online, all in violation of Sec. 51.  
5

6 57. By their conduct, including but not limited to that described above, Defendants  
7 acted and/or refused to act with malice or reckless disregard for each of Plaintiffs'  
8 state-protected rights under Sec. 51.  
9

10 58. As a direct and proximate result of Defendants' conduct that is forbidden by  
11 Sec. 51, Plaintiff Tracy Reneé Williams has suffered and continues to suffer lost  
12 income in the online communities where she engages in commerce.  
13

14 59. As a direct and proximate result of Defendants' conduct that is prohibited by  
15 Sec. 51, all Plaintiffs have suffered significant emotional distress and mental anguish,  
16 humiliation, embarrassment, and injury to their individual reputations with  
17 Defendants' agents as well as any other persons (public or private, regarding  
18 creditworthiness or otherwise) to whom Defendants communicated negative  
19 information.  
20  
21

22 60. As described below, Plaintiffs seek injunctive relief to rectify losses that they  
23 suffered due to Defendants' violations of Sec. 51 and to prevent future losses.  
24

25 61. Each Plaintiff seeks damages to the full extent provided by law, including treble  
26 damages, minimum damages of \$4,000 per offense, injunctive relief to protect against  
27 future discrimination, reasonable attorney fees and costs, all pursuant to Sec. 52(a).  
28

62. As alleged above, Defendants acted in a despicable manner; with malice, fraud, or oppression; with extreme indifference to the rights of Plaintiffs at a level which decent citizens should not have to tolerate; and with intent to cause harm to Plaintiffs. Defendants are therefore liable for punitive damages.

– CAUSE OF ACTION 3 –  
UNDER CAL. CIV. CODE § 51.5  
EACH PLAINTIFF AGAINST EACH DEFENDANT

63. California law establishes independent protection against race-based blacklisting. Sec. 51.5 provides (emphasis added):

**No business establishment of any kind whatsoever shall discriminate against, boycott or blacklist, or refuse to buy from, contract with, sell to, or trade with any person in this state on account of any characteristic listed or defined in subdivision (b) or (e) of Section 51, [...], because the person is perceived to have one or more of those characteristics, or because the person is associated with a person who has, or is perceived to have, any of those characteristics.**

64. Each Plaintiff, based on their race, was treated differently and less favorably than Defendants' similarly situated actual and potential customers who are not Black, as evidenced by Defendants' actions and inactions described above.

65. Defendants' actions and inactions, including but not limited to those described above, constitute intentional discrimination by blacklisting each Plaintiff based on their race, perceived race, or race/perceived race of an associate, all in violation of Sec. 51.5.

//

//

1 66. By their conduct, including but not limited to that described above, Defendants  
2 acted and/or refused to act with malice or reckless disregard for each of Plaintiffs'  
3 state-protected rights under Sec. 51.5.  
4

5 67. As a direct and proximate result of Defendants' conduct that is forbidden by  
6 Sec. 51.5, Plaintiff Tracy Reneé Williams has suffered and continues to suffer lost  
7 income in the online communities where she engages in commerce.  
8

9 68. As a direct and proximate result of Defendants' conduct that is prohibited by  
10 Sec. 51.5, all Plaintiffs have suffered significant emotional distress and mental  
11 anguish, humiliation, embarrassment, and injury to their individual reputations with  
12 Defendants' agents as well as any other persons (public or private, regarding  
13 creditworthiness or otherwise) to whom Defendants communicated negative  
14 information.  
15

16 69. As described below, Plaintiffs seek injunctive relief to rectify losses that they  
17 suffered due to Defendants' violations of Sec. 51.5 and to prevent future losses.  
18

19 70. Each Plaintiff seeks damages to the full extent provided by law, including treble  
20 damages, minimum damages of \$4,000 per offense, injunctive relief to protect against  
21 future discrimination, reasonable attorney fees and costs, all pursuant to Sec. 52(a).  
22

23 71. As alleged above, Defendants acted in a despicable manner; with malice, fraud,  
24 or oppression; with extreme indifference to the rights of Plaintiffs at a level which  
25 decent citizens should not have to tolerate; and with intent to cause harm to  
26 Plaintiffs. Defendants are therefore liable for punitive damages.  
27  
28



**– CAUSE OF ACTION 4 –  
TORTIOUS BREACH OF CONTRACT  
TRACY RENEÉ WILLIAMS AGAINST EACH DEFENDANT**

72. On or about September 2022, Tracy Reneé Williams entered into a preorder sales agreement (“Contract”) with Defendants.

73. Defendants breached and repudiated the Contract in numerous material respects, including without limitation the following:

- a. By failing and refusing to deliver the paid-for merchandise in a timely manner.
- b. By failing and refusing to refund the full amount paid if Defendants believed they had a lawful excuse not to perform their terms to deliver merchandise.
- c. By failing and refusing to honor their terms on the basis of Tracy Reneé Williams’s race, perceived race, or for her being on Defendants’ blacklist.
- d. By misrepresenting to Tracy Reneé Williams that they would not honor the Contract for any reason, especially an invidious reason such as her race.

74. Tracy Reneé Williams has performed all her explicitly and implicitly required duties by the terms of the Contract, except those whose performance has been waived or excused, if any.

75. Implicit in the Contract is a covenant of good faith and fair dealing that obligates the parties to act toward each other in good faith, to deal fairly with one another, to make all material disclosures, and not to do anything that might deprive the other of the expectations and benefits of the Contract, and obligating each party to do everything that the Contract presupposes to accomplish its purposes. For the

1 reasons stated herein, Defendants have breached the covenant of good faith and fair  
2 dealing.

3 76. Defendants have an independent duty not to discriminate against Tracy Reneé  
4 Williams on account of race, perceived race, or blacklisting. Defendants intentionally  
5 failed to perform their duties under the Contract because of said discrimination.  
6

7 Therefore, their breach of contract is tortious.  
8

9 77. As a direct and proximate result of Defendants' breaches as described herein,  
10 Tracy Reneé Williams has been damaged in an amount to conform to proof at trial,  
11 but no less than \$50,000 plus interest, attorney fees and costs, each as provided by  
12 law.  
13

14 78. As alleged above, Defendants acted in a despicable manner; with malice, fraud,  
15 or oppression; with extreme indifference to the rights of Plaintiff at a level which  
16 decent citizens should not have to tolerate; and with intent to cause harm to Plaintiff.  
17 Defendants are therefore liable for punitive damages.  
18

19  
20 **– CAUSE OF ACTION 5 –**  
21 **THEFT IN VIOLATION OF CAL. CIV. CODE § 496(c)**  
22 **TRACY RENEÉ WILLIAMS AGAINST EACH DEFENDANT**

23 79. On or about September 2022, Tracy Reneé Williams entered into a preorder  
24 sales agreement ("Contract") with Defendants.

25 80. At the formation of the Contract, Defendants fraudulently failed to disclose to  
26 Tracy Reneé Williams that (a) the Contract would not be honored if she was later  
27 trespassed or blacklisted, (b) due to her race or perceived race, she was at risk of  
28

1 being trespassed or blacklisted, then (c) upon being trespassed or blacklisted,  
2 Defendants would take the money she paid and use it for their exclusive use and  
3 benefit with the intent to permanently deprive her of her money.  
4

5 81. Whereby, on September 29, 2022, when Defendants trespassed and blacklisted  
6 Tracy Reneé Williams, Defendants executed their careful and deliberate plan to  
7 permanently deprived Tracy Reneé Williams of her money, which meets the requisite  
8 *mens rea* for criminal intent.  
9

10 82. Where, through fraud or other wrongful act, one receives money that they are  
11 not entitled, they become an involuntary trustee of that money for the benefit of the  
12 one justly entitled to it (Cal. Civ. Code § 2224). In the course of Defendant's actions,  
13 above, Defendants, with authorization of its owners, directors, attorneys, or similarly  
14 empowered employees, fraudulently took and used the approximate \$50,000 for their  
15 own use and exclusive benefit and with the requisite criminal intent.  
16  
17

18 83. One who fraudulently appropriates property that has been entrusted to them is  
19 guilty of theft (Cal. Pen. Code § 484(a)).  
20

21 84. Defendants' actions, described above, constitute theft in violation of Cal. Pen.  
22 Code § 496. Consequently, Tracy Reneé Williams is entitled to a just award of treble  
23 damages (approximately \$150,000), interest, attorney fees, and costs of suit (Cal.  
24 Pen. Code § 496(c)).  
25

26 85. As a direct and proximate result of Defendants' actions, Tracy Reneé Williams  
27 has suffered and continues to suffer damages in an amount to be proven at trial.  
28

1 86. As alleged above, Defendants acted in a despicable manner; with malice, fraud,  
2 or oppression; with extreme indifference to the rights of Plaintiff at a level which  
3 decent citizens should not have to tolerate; and with intent to cause harm to Plaintiff.  
4 Defendants are therefore liable for punitive damages.  
5

6 **V. REQUESTED RELIEF INCLUDES DAMAGES AND AN INJUNCTION**  
7

8 87. In addition to compensatory and punitive damages, attorney fees and costs as  
9 provided by 42 U.S.C. §§ 1981, 1988, Cal. Civ. Code §§ 51, 51.5, 52, Cal. Pen. Code  
10 § 496, and Cal. Code of Civ. Proc. § 1021.5, each Plaintiff requests permanent  
11 injunctive relief from Defendants, and their officers, agents, successors, employees,  
12 representatives, and any and all persons acting in concert with, requiring them to  
13

- 14 a. Remove negative information concerning Plaintiffs from their files,  
15  
16 b. Withdraw or correct such negative information that previously has been  
17 communicated or disseminated to any credit reporting service, public agency,  
18 or other third party relating to any Plaintiff,  
19  
20 c. Refrain from communicating or disseminating any such negative information in  
21 the future, and  
22  
23 d. Forbid any future discrimination or retaliation against any Plaintiff.  
24

25 88. With respect to these matters, injunctive relief sought is the only means to  
26 secure complete and adequate relief, because Plaintiffs lack any plain, adequate, or  
27 complete remedy at law to redress these consequences of Defendants' violations –  
28

1 which are continuing and will continue to cause Plaintiffs to suffer irreparable injury  
2 from Defendants' discriminatory acts and omissions. The public interest strongly  
3 favors such an injunction because race discrimination is anathema to civilized society.  
4

## 5 **VI. REQUEST FOR RELIEF**

6 89. Plaintiffs respectfully requests judgment including the following:  
7

- 8 a. Entry of judgment in favor of each Plaintiff and against Defendants.
- 9 b. General damages from Defendants.
- 10 c. Special damages including lost income from Defendants.
- 11 d. Treble actual damages, including general and special damages, including a  
12 minimum of \$4,000 per offense, as provided by Cal. Civ. Code §§ 51, 51.5, 52.
- 13 e. Punitive damages from Defendants.
- 14 f. Permanent injunctive relief from Defendants, and their officers, agents,  
15 successors, employees, representatives, and any and all persons acting in  
16 concert with them to (i) remove negative information concerning Plaintiffs  
17 from Defendants' files, (ii) withdraw or correct such negative information that  
18 previously has been communicated or disseminated to any credit reporting  
19 service, public agency, or other third party relating to any Plaintiff; (iii) refrain  
20 from communicating or disseminating any such negative information in the  
21 future; and (iv) forbid any future discrimination or retaliation against any of  
22 Plaintiffs;
- 23 g. Pre- and post-judgment interest.
- 24
- 25
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- 27
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- 1 h. Reasonable and necessary attorney fees and costs as provided by 42 U.S.C.  
2 §§ 1981, 1988, Cal. Civ. Code §§ 51, 51.5, 52, Cal. Pen. Code § 496(c), and  
3 Cal. Code Civ. Proc. § 1021.5.  
4 i. Such other and further relief as may appear just and appropriate.  
5  
6  
7

8 **VII. DEMAND FOR JURY TRIAL**

9 Plaintiffs respectfully demand trial by jury.  
10  
11

12 Dated: September 13, 2024

13 By: LAW OFFICE OF JEROLD D. FRIEDMAN

14 /s/ Jerold D. Friedman

15 Jerold D. Friedman  
16 Attorney for Plaintiffs  
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